

1 USANA Health Sciences
2 3838 West Parkway Boulevard
3 Salt Lake City, UT 84120
4 (801) 954-7200

5 Casablanca American School
6 Route de la Mecque,
7 Lotissement Ougoug,
8 Quartier Californie,
9 20150 Casablanca
10 MOROCCO Tél.: +(212) (0)22.21.41.15

11 Plaintiff received the following pay for the time period covered by this interrogatory:

12 From Northern Marianas Academy: \$1657.50

13 From American Education Institute: \$1037.50

14 For housepainting services: \$400.00

15 For sales of USANA Health Sciences products: \$3900.00

16 From Casablanca American School (approximate due to fluctuating exchange rates):
17 \$3977.03

18 **Interrogatory No. 4:** For any alleged injury or emotional distress sustained by Plaintiff
19 as a result of any action or inaction of PSS or its employees, identify all health care providers,
20 who provided or are currently providing treatment to Plaintiff, and include the reason for the
21 nature of the treatment provided, and the amount of the charges for the treatment.

22 **Response to Interrogatory No. 4:** Plaintiff objects as this interrogatory does not seek
23 information that is either admissible at trial or reasonably calculated to lead to the discovery of
24 information that is admissible at trial and is vague and/or overly burdensome. Without waiving
25 the aforementioned objections, all treatment for any injuries and/or emotional distress that
26 Plaintiff has suffered because of the actions and/or inactions of Defendants has been performed
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1 by employees of the Commonwealth Health Center. Plaintiff is not aware of the specific
2 names of the individuals involved in the aforementioned treatment nor the amount of the
3 charges for said treatment, but will agree to sign a release that will enable PSS to inspect
4 Plaintiff's records provided that PSS will provide a copy of any and all documents that PSS
5 copies from these records to Plaintiff.
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8 **Interrogatory No. 5:** Have you ever received treatment, counseling, or undergone
9 observation for a mental condition, alcoholism, narcotic addiction or disorder of any kind. If so
10 identify the health care provider or institution, the reason for and nature of the treatment, and
11 the dates of the treatment.
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13 **Response to Interrogatory No. 5:** Plaintiff objects as this interrogatory does not seek
14 information that is either admissible at trial or reasonably calculated to lead to the discovery of
15 information that is admissible at trial, is vague and/or overly burdensome. Without waiving the
16 aforementioned objections, Plaintiff responds that she has undergone treatment for depression
17 with the personnel at the CNMI Community Guidance Center and Dr. Tony Stearns. Plaintiff
18 will agree to sign a release that will enable PSS to inspect Plaintiff's records provided that PSS
19 will provide a copy of any and all documents that PSS copies from these records to Plaintiff.
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22 **Interrogatory No. 6:** Have you ever had any adverse employment action initiated or
23 taken against you, including letters of reprimand, letters regarding any failure to perform or
24 negative attitude, negative performance appraisals, or have you ever resigned from
25 employment to avoid any such adverse action. If so, identify the employer and any documents
26 related to the adverse action or resignation.
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1 **Response to Interrogatory No. 6:** Plaintiff objects as this interrogatory does not seek
2 information that is either admissible at trial or reasonably calculated to lead to the discovery of
3 information that is admissible at trial, is vague and/or overly burdensome as it seeks to compel
4 Plaintiff to examine her entire work history over her entire lifetime without any temporal or
5 geographic limit to its scope. Without waiving the aforementioned objections, to the best of
6 Plaintiff's knowledge any such documents the identification of which would be responsive to
7 this interrogatory, are contained within her PSS personnel file and or the materials generated
8 during grievance proceedings filed with the CNMI Board of Education (to which PSS has more
9 ready access than Plaintiff). Furthermore, Plaintiff has not resigned from any position in order
10 to avoid any negative personnel action.
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13 **Interrogatory No. 7:** Have you ever had your contract of employment not renewed
14 with any person or employer or have you ever resigned to avoid a non-renewal of contract? If
15 so, identify the employer and any documents related to the non-renewal of your contract.
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17 **Response to Interrogatory No. 7:** Plaintiff objects to this interrogatory as it is vague as the
18 term "not renewed" is not defined with any particularity and it is capable of more than one
19 interpretation. Without waiving the aforementioned objections, the answer is "no."
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22 **Interrogatory No. 8:** State with particularity all facts supporting your contention that
23 Defendant Jim Brewer "formed erroneous belief that Ms. Black was responsible for drafting,
24 circulating and/or encouraging others to sign it ("letter of concern")."
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1 **Response to Interrogatory No. 8:** Plaintiff would direct PSS's attention to the facts as
2 alleged in Plaintiff's Complaint. Additionally, Defendant Jim Brewer made several statements
3 to Plaintiff and other individuals, both in the company of others and when alone with Plaintiff,
4 communicating his belief that Plaintiff had some involvement with the "letter of concern" as
5 alleged in Plaintiff's Complaint. Furthermore, as discovery in this matter is ongoing and both
6 party and fact witness depositions have yet to be conducted, Plaintiff reserves the right to
7 update this interrogatory, up to and including at trial, as new facts become known to her.
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10 **Interrogatory No. 9:** State with particularity all facts supporting your contention that
11 Defendant Jim Brewer, "acting alone or in concerted [sic] with others, actively interfered with
12 Ms. Black's efforts to secure employment at other schools within the PSS system."
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14 **Response to Interrogatory No. 9:** Plaintiff would direct PSS's attention to the facts as 9A
15 alleged in Plaintiff's Complaint. Additionally, after her teaching contract at Hopwood Junior
16 High School was terminated, Plaintiff attempted to secure other employment within the PSS
17 employment system. Plaintiff, because of her experience teaching and reputation amongst
18 other PSS administrators, was met with overtures of employment from several administrators
19 within the PSS employment system. However, on those occasions, when said administrators
20 attempted to effectuate Plaintiff's employment in their particular school with PSS Human
21 Resources, they, for some reason unknown to Plaintiff, suddenly abandoned their efforts to
22 employ Plaintiff, instead communicating to her that there was some issue with her employment
23 at the Human Resources level. Additionally, once Plaintiff was able to find a teaching position
24 with a private language school, persons acting on behalf of Defendants contacted her employer
25 and expressed their concern that Plaintiff was unfit to teach. Furthermore, as discovery in this
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1 matter is ongoing and both party and fact witness depositions have yet to be conducted,
2 Plaintiff reserves the right to update this interrogatory, up to and including at trial, as new facts
3 become known to her.

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5 **Interrogatory No. 10:** State with particularity all facts supporting your contention that
6 you exercised or were perceived to have exercised your right to free speech while an employee
7 at Hopwood Junior High School.
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10 **Response to Interrogatory No. 10:** Plaintiff would direct PSS's attention to the facts as
11 alleged in Plaintiff's Complaint. Additionally, Defendant Jim Brewer made several statements
12 to Plaintiff and other individuals, both in the company of others and when alone with Plaintiff,
13 communicating his belief that Plaintiff had some involvement (as in drafting, circulating,
14 encouraging others to adopt and/or otherwise ratifying the contents of) with the "letter of
15 concern" as alleged in Plaintiff's Complaint. Furthermore, as discovery in this matter is
16 ongoing and both party and fact witness depositions have yet to be conducted, Plaintiff reserves
17 the right to update this interrogatory, up to and including at trial, as new facts become known to
18 her.
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21 **Interrogatory No. 11:** State with particularity all facts supporting your contention that
22 "the actions of Mr. Brewer and/or PSS deprived Ms. Black of rights guaranteed by the
23 Constitution, including, but not limited to her right under Article 1 Section 5 to due process of
24 law and her right of individual privacy under Article 1 Section 10."
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